EXHIBIT 3
WILLIAM MCCAULEY, MD DEPOSITION

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

NAVIN BAROT, Plaintiff	:	NO. 4:14-CV-00673
vs.	:	(Judge Brann)
SUSQUEHANNA PHYSICIAN SERVICES d/b/a SUSQUEHANNA HEALTH MEDICAL GROUP, DIVINE PROVIDENCE HOSPITAL OF THE SISTERS OF CHRISTIAN CHARITY, SUSQUEHANNA HEALTH SYSTEM, and SUSQUEHANNA PHYSICIAN SERVICES, Defendants	:	JURY TRIAL DEMANDED

Deposition of: WILLIAM C. McCAULEY, M.D.

Taken by : Plaintiff

Date : August 5, 2015, 8:30 a.m.

Place : McCormick Law Firm
835 West Fourth Street
Williamsport, Pennsylvania

Before : Bethann M. Mulay, Notary Public
Registered Professional Reporter

APPEARANCES:
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For - Defendants

ALSO PRESENT: Brian Buttorff, Administrative Director, Susquehanna Health
Lynn Sauers, RN, Director of Risk Management, Susquehanna Health
Navin Barot, M.D.

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STIPULATION

It is hereby stipulated by and between counsel for the respective parties that sealing, certification and filing are hereby waived; and all objections except as to the form of the question are reserved to the time of trial.

WILLIAM C. McCAULEY, M.D., called as a witness, having been duly sworn, testified as follows:

EXAMINATION

BY MR. WEISBERG:

Q. Good morning, Dr. McCauley.

A. Good morning.

Q. We've met briefly before, but for the record, my name is Larry Weisberg. I'm an attorney, and I represent Dr. Navin Barot in a lawsuit which has been filed against Susquehanna Health Medical Group and various related entities in the United States District Court in the Middle District of Pennsylvania. We've asked you here this morning for a deposition so we can ask you some questions about what you may or may not know about some of the underlying facts and circumstances that gave rise to Dr. Barot's claims.

I believe you might have sat in on earlier depositions, and you may be familiar with these, but

just some very brief kind of housekeeping notes before we get started. As you know, you've been put under oath. You are required to tell the truth just as if you were in court and there was a judge or a jury present. Do you have any questions about your ability to tell the truth this morning?

A. No, sir.

Q. If you need a break at any time, let me know. Sometimes I tend to get going and lose track of time, so again if there's a question pending, I would ask that you respond to that question, and then we could take a break. But, otherwise, just let me know.

Because we have a record being made, it's important a couple things. Number one, we should do our best not to talk over each other. I'll do my best to let you respond to my question before I move onto the next. I would ask that you do your best to allow me to finish asking a question before you respond just to keep the record clear.

And, additionally, because we have a written record being made, it's important that we communicate verbally as opposed to things like uh-huh or huh-uh, shrugging shoulders, nodding heads, things like that. That will just allow the court reporter to provide us with a clean and clear record, okay?

A. (Witness nods head.)
Q. Do you have any questions on any of those kind of housekeeping notes?
A. No.
Q. If you don't understand a question I ask, please let me know, and I'll do my best to restate it or rephrase it so that you do understand that. If I ask more than one question at the same time and you need something broken down, let me know as well. By that same token, if you do answer a question that I ask, I will assume that you understood the question and responded accordingly, okay?
A. Yes.
Q. So, Dr. McCauley, are you currently employed?
A. I'm a per diem employee of Susquehanna Health.
Q. And what is your role currently as a per diem employee?
A. As a clinician, pulmonologist.
Q. And how long have you been serving in that capacity?
A. Since February 2015.
Q. And at some point at least prior to that my understanding is that you were president of Susquehanna Health Medical Group. Is that correct?

A. That's correct.
Q. And when did you leave that position?
A. February 2015.
Q. How long did you hold that particular position?
A. I began in September 2008.
Q. And did you work within the Susquehanna Health System or any of the related entities prior to September 2008?
A. Yes.
Q. How long did you work for I'll call it Susquehanna Health and related entities? Is that a fair characterization?
A. Yes. Since July 1975.
Q. What was your role prior to taking the position of president of Susquehanna Health Medical Group?
A. I was a clinician in pulmonary and critical care. I was also employed as a medical director for critical care.
Q. And it seems apparent but you're currently a licensed medical doctor?
A. Yes.
Q. And have you maintained an active license to practice-- Well, when were you first licensed to

practice medicine?
A. I was licensed initially in the state of Virginia after completing my boards after graduation, so that would have been I think 1971. My first license in Pennsylvania I think was also concurrent. Let me think about that. I think I was licensed in Virginia in 1970 and in Pennsylvania 1971 as I recall.
Q. And I didn't say this, but if you need to estimate on something, let me know. If you just – if you can't remember something, I don't want you to guess or make something up, but it's fine to estimate.
A. It's approximately those dates. I do not have the exact date in front of me.
Q. Sure. I understand. And have you been continually licensed in Pennsylvania since 1971 or thereabouts?
A. Yes.
Q. And are you board certified in any particular areas?
A. Pulmonary medicine, critical care, and internal medicine.
Q. When you took the role of president of Susquehanna Health Medical Group in 2008, did you continue to practice medicine, or was that kind of a full-time administrative job?

A. Yes, I continued to practice outpatient pulmonary medicine two one-half days per week in the pulmonary outpatient office.
Q. So approximately how much of your time in that time frame from 2008 to 2015 maybe on a weekly basis or whatever makes most sense to you was devoted to the duties of being the president of Susquehanna Health Medical Group?
A. How many hours per week?
Q. Either hours per week or was it 50 percent of your time? I mean, I know you said you were doing practice –
A. Well, of my paid time it was 80 percent, so it was 80/20.
Q. And in your role as the president of Susquehanna Health Medical Group what were your responsibilities?
A. I would have to look at my job description to be absolutely sure.
Q. Are you able to give me a general idea? I'm not sure I have the job description.
A. Well, I was the chief executive officer for the medical group. However, I worked in a collaborative role with other administrators both for the health system and in the medical group.

Q. And my understanding is that the Susquehanna Health Medical Group was the unit, division, company, what have you, within the Susquehanna Health System that employed the system's employed physicians. Is that correct?
A. That's correct.
Q. Was that the primary function of Susquehanna Health Medical Group?
MR. BLUTH: Object to the form. But you can answer if you understand the question.
A. Yes, I don't understand the-- Could you rephrase it, please.
BY MR. WEISBERG:
Q. Yeah. I'm just trying to figure out what was the-- I think we can agree that -- or you agreed with me that Susquehanna Health Medical Group employed the employed physicians. I just want to get a sense of what that meant. What were the objectives or functions of Susquehanna Health Medical Group?
A. Well, we provided a practice setting for the clinicians. The medical group obviously recruited physicians to the health system. And we oversaw the performance of the physicians, quality of care provided in the clinics.
Q. And if I'm not mistaken just from prior

depositions and reviewing documents, would Susquehanna Health Medical Group have been involved with playing a role in negotiating contracts for physicians?
A. Yes.
Q. And did the Susquehanna Health Medical Group play a role in interacting with the physician compensation committee?
A. Yes. We were guests at the compensation committee to provide the committee with information.
Q. And, again, just from prior depositions, if you just want to confirm that either you or someone from the medical group would do actual presentations to the committee if a physician, for instance, was seeking additional compensation that required committee approval?
A. Yes, we would provide information regarding the -- regarding that.
Q. And I take it from your answer that you were not at least in the time you were president of Susquehanna Health Medical Group you were not a member of the compensation committee?
A. That is correct.
Q. Were you ever a member of the physician compensation committee?
A. No, sir.

Q. And we'll talk more about this later, but were you present at two physician compensation committee meetings where Dr. Barot's compensation was discussed?
A. As I best recall.
Q. Did you make presentations to the committee with respect to Dr. Barot's compensation requests?
A. I believe that was handled by other administrative personnel, but I would have to look at the minutes to be sure.
Q. And, again, I'll ask you more specific questions later, but just generally in the physician compensation committee was there any -- ever any instances where physicians-- Would physicians themselves ever be invited to those compensation committee meetings when their compensation was being discussed either for the purpose of observing or for the purpose of presenting?
A. No.
Q. Are you aware if there was any particular rule against that, or was that just a practice?
A. I'm not aware of a rule, but I will say I'm not privy to the committee-- The committee would make that decision, certainly not the physicians or the medical group.
Q. So the committee-- Did the committee invite

you as a guest then --
A. Yes.
Q. -- if there was a presentation?
A. Yes.
Q. Who would set the agenda for the compensation committee meetings and particularly in terms of if there was a physician that had additional compensation to be considered?
A. The medical group would provide information to the compensation committee that there was need for a discussion on their agenda. But we did not make the agenda for the committee. We requested a meeting so that we could present that information.
Q. And did the physician compensation committee meet on any regularly scheduled basis, I mean monthly, quarterly, something like that?
A. They would typically meet every other month, but some months the meetings were canceled because there was -- it was deemed that there was no significant agenda.
Q. And I don't want to put words into your mouth. I'm just trying to understand. In terms of a physician -- request for additional compensation for a physician, was the method for that to get on the agenda would have been triggered by a request from the

Susquehanna Health Medical Group?
A. Yes.
Q. I assume you know Dr. Barot sitting next to me.
A. Yes.
Q. Do you recall when you first interacted with Dr. Barot in terms of-- Well, did you ever-- Let me ask first, did you ever know Dr. Barot before he was recruited to come to Susquehanna Health Medical Group?
A. No.
Q. Did you know of him before?
A. No.
Q. Did you ever speak with Dr. Barot prior to him becoming employed with Susquehanna Health Medical Group?
A. Yes.
Q. Did you ever have discussions with Dr. Barot about his contract prior to him signing it and coming on board with Susquehanna Health?
A. No, not that I recall.
Q. Did you ever have any conversations with any attorneys representing Dr. Barot in the period in which his contract was being negotiated?
A. Not that I recall.
Q. Did you work with Mr. Jim Turri with respect

to the negotiation process for Dr. Barot's contract?
A. I interacted with Mr. Turri.
Q. And did Mr. Turri in that period of time when Dr. Barot was being recruited did he report to you?
A. Yes.
Q. Throughout our conversation I'm going to ask you to look at some various documents. Most of them have numbers on the bottom that I'll refer to just for tracking purposes. When I give you documents, I'll ask you generally to look at them. Feel free to take all the time you think you need to, to look over them. I'll try to direct you to what I want to ask you about. But, again, feel free to take time to review them if you need to.
So I want to hand you documents which have been marked D-62 through D-72. And I'll represent to you that the first two pages appear to be three e-mails in which you were either the sender, recipient directly, or a cc recipient on all of them. I have my questions primarily related to the e-mails, but you can feel free to look through those if you need to.
MR. WEISBERG: And I will just for housekeeping so nobody's confused, I did not give you D-64. D-64 is an e-mail which is the same one that's at the bottom of Page D-62 to D-63. And that's just for

counsel as they're looking through things.
BY MR. WEISBERG:
Q. So my first question when you have a chance to look through these is, do these appear to you to be e-mails that you either received and/or sent?
A. On D-62 and D-63?
Q. Yes.
A. Yes.
Q. On the second e-mail which is in the middle of Page D-62 it's from you to Jim Turri dated March 25th, 2009, and you write, Jim, looks good, I have concerns about the dollars per RVU as we discussed. But you have told me that he is fixated on that number for us to get him here.
Again, I'm going to ask you questions to the best of your recollection generally. I'm not necessarily going to say that each time. But what did you mean by that you had concerns about the dollar per RVU as you had discussed?
A. As I recall, I was concerned that it was -- it may result in compensation higher than fair market value.
Q. And if you could just explain, what do you mean by that, compensation higher than fair market value?

A. As a tax exempt nonprofit organization governed by IRS rules, our compensation needs to be within fair market value to comply with federal law.
Q. And do you have a working knowledge independent of what you may have learned from inside or outside attorneys as to the IRS rules governing your organization and fair market value that you talked about?
A. Well, you know, we're governed by so-called Stark and anti-kickback laws that relate to physician compensation and particularly physician compensation in excess of fair market value.
Q. Would the Stark laws have had a potential effect on your ability to pay Dr. Barot?
MR. BLUTH: Objection. That question calls for a legal opinion.
MR. WEISBERG: I'm asking for his understanding in a nonlegal manner.
MR. BLUTH: Your question wasn't phrased that way. And you're talking about the time period of March of 2009. So if you want to ask him whether in March of 2009 he had formed any understanding on that subject, that might pass muster. But to ask him generally whether --
MR. WEISBERG: That's a fair

characterization.
BY MR. WEISBERG:
Q. In March of 2009 had you formed an opinion as to whether the Stark laws may have had an impact on Dr. Barot's contract in your thought process in terms of negotiating the contract?
A. Not specifically for Dr. Barot. I think that we were cognizant of those laws in general in physician compensation negotiations.
Q. And under what circumstances as you understood them in March of 2009 would the Stark laws specifically have affected your ability to compensate Dr. Barot?
MR. BLUTH: Objection. If you want to limit your question to Dr. Barot and whether he had such an understanding relative to Dr. Barot, even though I think he just answered that question, fine. But I will object to any question that asks this witness for a general characterization of the application, if any, of a certain law to physician compensation generally.
MR. WEISBERG: And I'm intending to ask specifically about Dr. Barot. If I didn't, I apologize.
BY MR. WEISBERG:
Q. My question is, what was your understanding in March of 2009 as to how the Stark laws specifically

may have had an effect on Dr. Barot's compensation?
MR. BLUTH: Asked and answered. But you can answer again if you understand the question.
A. I think as answered.
BY MR. WEISBERG:
Q. What specifically about the Stark laws --
MR. BLUTH: Well --
MR. WEISBERG: That's a fair question, what specifically about the Stark laws was Dr. McCauley concerned about in March of 2009 that could have had an adverse effect on Dr. Barot's compensation.
MR. BLUTH: And I think the witness previously told you he had formed no specific opinion relative to Dr. Barot as an individual but was generally cognizant that there were parameters under which he was operating.
BY MR. WEISBERG:
Q. So is it fair to say then that you had no specific-- At what point could the Stark laws have affected Dr. Barot specifically with respect to his compensation as you understood them in March of 2009?
MR. BLUTH: Objection.
BY MR. WEISBERG:
Q. If you had no specific opinion, that's fine.
MR. BLUTH: No, it's not a fair question.

What do you mean when you say at what point, at what point in the future? You're asking for a legal opinion at that juncture.
MR. WEISBERG: Here's my question, all right, if there's a concern that the Stark laws may affect Dr. Barot, I'm interested in why Dr. McCauley thought that the Stark laws could affect Dr. Barot.
MR. BLUTH: I think he's answered that question.
MR. WEISBERG: Look, you didn't tell me that the motor vehicle laws would have been a constraint on Dr. Barot, okay, you told me a specific law that may have affected Dr. Barot that was a concern in negotiating his contract. And my question is why that law.
MR. BLUTH: And I think he's answered that question. Let's go off the record.
(Discussion held off the record)
BY MR. WEISBERG:
Q. So I'm clear, Dr. McCauley, that in March of 2009 you had not specifically -- had no specific concern about how the Stark laws might affect Dr. Barot and his contract. Is that accurate?
A. No. I was in general cognizant of the law and wanted to make sure that whatever we did in terms of

contract negotiations were consistent.
Q. What was your general understanding of, not legally, but your general understanding of the Stark laws and how they affected physician compensation back in 2009?
MR. BLUTH: If you recall what your understanding was in 2009.
MR. WEISBERG: I understand that, Brian. I'm asking him.
A. Right. And I don't recall exactly my understanding in 2009. A lot of my understanding grew over the years that I was in this position of the application. But I don't recall specifically in 2009.
BY MR. WEISBERG:
Q. What was your --
A. And I would also add that, you know, any concerns that we had we would -- if we felt that there was a concern, we would seek legal guidance about that.
Q. Sure.
A. It's no decision we made.
Q. Understood. Did you have any specific concern with respect to how-- Back in March of 2009 did you have any specific concern with how anti-kickback statutes could affect Dr. Barot and his contract when you raised your concerns in this e-mail?

A. No.
Q. What was your general understanding of the anti-kickback statutes and how they affected physician compensation back in 2009?
A. Again, if we had any concerns about application, we would apply for legal opinion and counsel.
Q. And I want to ask the same questions regarding any IRS regulations. Did you have any specific concerns back in March of 2009 with respect to how any IRS regulations would affect Dr. Barot's compensation beyond the general concern you had mentioned?
A. No.
Q. And did you have any general understanding as to how IRS regulations affected physician compensation back in 2009 other than as you said with the other laws that you were aware of them and you would defer to counsel for specific questions?
A. That's correct.
Q. I'm going to hand you documents previously marked D-73 through D-77 which appear to be on the first page two e-mails, one from Dr. Barot to Jim Turri and Dan Dumezich dated March 29, 2009, another one from Jim Turri to yourself, Kimberly Manning, and Kenneth Young

on March 30th, 2009. Do you recognize the March 30th e-mail as being one you would have received from Mr. Turri?
A. Yes.
Q. Mr. Turri's e-mail to you says, attached is my latest proposal offer -- proposed offer to Dr. Barot and all his comments after we discussed on the phone. He says this is a real different approach and I am not sure I want to do this in this fashion.
A. I see that.
Q. Okay. Did you have a discussion at all with Mr. Turri about what he meant saying that this is a real different approach?
A. I do not recall.
Q. Do you recall if, in fact, Dr. Barot's contract discussion included a different approach meaning something out of the norm from what the Susquehanna Health Medical Group had generally been doing with physicians such as Dr. Barot?
A. I recall that Dr. Barot had requests -- certain requests in his compensation negotiations that were different than our usual and that there was some discussion around, you know, should we depart from our usual contract forms or not the forms so much as the contents to accommodate Dr. Barot.

Q. Do you have any more specifics in terms of what he was asking for that was different?
A. No, I don't.
Q. Are you able to tell me, and we can certainly look at the contract, but are you able to tell me as we sit here right now whether any of those requests or some of those requests that you had characterized as different were eventually worked into Dr. Barot's contract?
A. Yes.
Q. And you say yes you recall or yes some of them were worked in?
A. Well, I do recall one in particular that was a departure from a usual contract which was his severance package which was not part of our usual -- which was his specific request.
Q. Was Dr. Barot's RVU compensation formula within the normal type of formula that SHMG had been using up to that point, or was it a departure?
A. I would have to say I don't recall exactly. There was an RVU formula that was being used at the time. As I recall, I think it was modified for Dr. Barot, but I cannot recall in specifically what way it was.
But also memory is clouded of the fact that

we did have several iterations of our RVU compensation plan over the years that I've been president of the medical group.
Q. I'm going to hand you documents marked D-79 to D-85 and represent to you that these at least appear to be a series of e-mails. And it appears that you are a cc recipient of the very first one on the first page dated April 2nd, 2009 from Mr. Turri to Dr. Barot. Do you see that?
A. Yes.
Q. Feel free to look over this if you need to, but I have a specific question which is that within the -- this body of e-mails Mr. Turri it appears has put some comments in bold which were responding to some questions from Mr. Scott DeMint who was a consultant that Dr. Barot had retained. And I just wanted to know if you had any recollection of discussing this with Mr. Turri, his responses, before they were sent to Mr. DeMint.
A. Not, no that I recall, no. In fact, I would say no. I think Mr. Turri had ongoing conversations for a period of time with his negotiations that I was not involved in.
Q. I'm going to show you documents which have been marked D-1 through D-15 and ask you-- I'll

represent to you that it is titled Susquehanna Health Medical Group Physician Employment Agreement and it appears to be the agreement between Susquehanna Health Medical Group and Dr. Barot. I'll ask you first if you recognize that document.
A. Yes.
Q. And what is that document?
A. As you've stated, it's the physician employment agreement of Susquehanna Health Medical Group and Dr. Barot.
Q. And on D-13 it appears as if it's signed by Mr. Johnson. Is that correct?
A. That's correct.
Q. Do you know how this document got to Mr. Johnson? I guess my question is, did you present it to him for signature do you recall?
A. I do not recall.
Q. Did you have any discussions with Mr. Johnson about Dr. Barot's agreement before he signed it?
A. I do not recall.
Q. Do you know if Mr. Turri had any conversations with Mr. Johnson about Dr. Barot's agreement before Mr. Johnson signed it?
A. I would not know that.
Q. Did you have an opportunity to read and fully

review Dr. Barot's employment agreement that we're looking at before it was signed?
A. Specifically I do not know. And the reason I say that is it was signed by Mr. Johnson instead of by me. I do not recall.
Q. Would Mr. Johnson typically have been the person at that point in time to sign these types of agreements?
A. He signed all physician agreements, as I -- he would have signed physician agreements I think before I came on board. This was still early in my tenure, and so I think he was still signing some physician documents.
Q. And I do note on Page 13 under the signature line it's typed president. President would have been you at that time, correct?
A. Of the medical group. But he's president of the Susquehanna Health.
Q. Susquehanna Physician Services is Susquehanna Health Medical Group, correct?
A. Yes, okay. Then he struck that out and wrote chairman because he was chairman of the board at that time.
Q. Right. And I guess obviously he would have had authority to sign that as opposed to you?

A. Yes.
Q. And I take it from your prior answer but just to confirm, you have no specific recollection as to why Mr. Johnson signed this agreement and not you?
A. No, I do not, do not know.
Q. I just want to ask you a couple questions right now with respect to a couple sections of the agreement. On Page 3, Section 5 it talks about a quality bonus. Do you know if Dr. Barot was ever paid a quality bonus?
A. No.
Q. No, you do not know?
A. I do not know.
Q. On Page 4, Section 7 -- or actually right at the paragraph above Section 7 says, annually at the end of each year of this agreement SHMG shall perform a financial analysis of the performance of the physician's practice using the calculation of the incentive compensation referenced above.
So would it be correct to say that since this agreement was effective July 27th, 2009 is it a correct interpretation that that financial analysis would have occurred subsequent to July 27, 2010?
A. Yes.
Q. And then below that it talks about

limitations on compensation, and about the fifth line it talks about the fact that if the physician's productivity, expertise, and overall job performance suggests that his compensation should exceed the 90th percentile compensation limitations set forth herein, it will be presented to the compensation committee.
So my first question is, and we can go through the specific details, but is it your recollection that Dr. Barot in his first year of this agreement exceeded the 90th percentile to the extent that there would have been a need to go to the compensation committee based on this agreement?
MR. BLUTH: Objection to the form of the question.
BY MR. WEISBERG:
Q. Do you understand the question?
A. I understand the question.
Q. Are you able to respond to it?
A. My response is I would have to look at the record.
Q. And that same sentence we were reading continues that it will be presented to the compensation committee of the SHMG board of directors for consideration and a determination in accordance with SHMG policy and procedure. Do you see that?

A. Yes.
Q. What is that referring to in this particular contract when it says in accordance with SHMG policy and procedure? I guess the question is, what policy and procedure is that in your estimation or in your understanding referring to?
A. Again, I would have to defer the answer to looking at our policy and procedure statements. I do not recall specifically.
Q. And you don't recall-- Do you recall which policy and procedure statements --
A. No.
Q. -- that it's talking about?
A. No.
Q. Did you have any involvement in negotiating or executing Dr. Barot's contract to be medical director of the gastroenterology program?
A. No.
Q. I'm going to show you a document which has been marked D-5680, and it appears to be -- at least the top part about down to other than the last few lines of the page appears to be an e-mail from Mr. Turri to you and Mr. Buttorff copying Mr. Ruppert dated December 10th, 2009. Take a chance to review that if you need to. Does that appear to be an e-mail that you

would have received?
A. It appears to be.
Q. There is a handwritten 11,500 WRVUs. Do you see that?
A. Yes.
Q. Do you know is that your writing?
A. No.
Q. Do you know whose it is?
A. I do not know.
Q. And Mr. Turri writes, just to follow up on Dr. Barot and his earning potential so no one has a stroke. His contract clearly states he will not/cannot pay him over the 90th percentile of the latest MGMA. And then it talks about that it would need to go to the compensation committee.
Do you recall-- When you received this e-mail from Mr. Turri, was there any discussion between you and Mr. Turri as to what he meant by reviewing the earning potential so no one has a stroke?
A. I don't recall this e-mail. I see that it's from Jim Turri and I'm included as a recipient, but I do not have any recollection of this e-mail at all.
Q. Did you have any discussions in the December or thereabouts time frame meaning late 2009 regarding Dr. Barot and his earnings potential?

A. I do not recall.
Q. I'm going to show you a document which has been marked D-6941 and ask you if you're familiar with this document at all?
A. No.
Q. Never seen that before?
A. Never.
Q. It appears to be some sort of marketing materials for Dr. Barot. I know you said you've never seen it before, so, but I just want to be clear, do you have any knowledge of whether this particular document was ever distributed or published to anyone?
A. I do not recall.
Q. I'm going to show you a document which has been marked Barot 94 and Barot 95 which I'll represent to you appears to be a letter from Lori Beucler to Dr. Barot dated March 13th, 2010. It looks like you are copied on that. Take time to read it if you need to. I'll represent to you that it discusses performing endoscopic procedures on high-risk patients at Divine Providence Hospital GI lab. And my first question would be, do you have a recollection of receiving this letter as a copied recipient?
A. I do not have a recollection of receiving this as a -- this document as a recipient at that time.

I have seen it subsequently, but I do not recall seeing it at that time.
Q. Hold onto that for the moment. I'll show you D -- ask you to look at D-6711 through D-6713 which appears to be a series of e-mails from March 15th and 16th of 2010 in which you are either the sender or recipient of at least most of them. And you can take time to look at them if you'd like. Obviously the general subject appears to be a dispute of whether -- what types of patients should be seen in terms of definitions of high-risk patients. Do you see that?
A. Yes.
Q. Do you have a recollection -- and it's -- and I had you hold onto that letter because I think they address the same topics. Do you have a recollection in March of 2010 regarding discussions about performance of procedures at Williamsport Hospital versus Divine Providence based on --
A. I do recall discussions ongoing. I would have to refer to these notes for the specifics, however.
Q. What is your recollection generally independent of what may be in these notes of those discussions?
A. I don't have independent recollections beyond these notes. I do see that there was a discussion about

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service line issues that extended beyond the medical group. This is basically hospital business. And I think we were included in the discussions here, but I think the decision making is a hospital decision making.

Q. And who would be the individuals that would be involved when you say hospital decision making?

A. Well, the service line – at the time the service line administrators, Lori Beucler and Neil Armstrong. Neil is chief operating officer and president of the Williamsport Hospital.

Q. Are you aware of whether high-risk procedures that Dr. Barot performs could be performed at Divine Providence?

A. No, I'm not involved in those decisions.

Q. And you have no knowledge of whether – of what procedures could be performed at which hospital? And I'm referring specifically to Dr. Barot's procedures.

A. No.

Q. Are you able to answer generally whether it would be the treating physician-- If Dr. Barot would be the treating physician, are you able to answer whether it would be his decision whether to classify a specific patient as high risk?

A. Again, risk assessment is often-- If there's

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anesthesia involved, they're quite involved with it. I don't know if the department of anesthesia was involved. But they would typically be involved as well.

Q. Do you know what the anesthesia capabilities were at Divine Providence for Dr. Barot's procedures?

A. Not in 2010, no.

Q. I'm going to show you documents which have been marked D-135 and D-136 which are a series of e-mails from April 2010, and it looks like you were the sender or the recipient on most if not all of them. Do these appear to you to be e-mails that you would have sent or received?

A. Yes.

Q. In the second e-mail from the top on the first page we're looking at, D-135, Mr. Buttorff writes to you, Dr. Barot is requesting to purchase/lease H Pylori and manometry equipment. Do you see that?

A. Yes.

Q. Were you involved in discussions of Dr. Barot's request to purchase manometry equipment?

A. I think to the extent that I see my response on the top of this same page about not obligating – that Dr. Barot may not obligate the organization for equipment purchase himself, yes.

Q. Did you have discussions with anyone

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regarding the – whether it was a necessary purchase or that the need for the purchase that Dr. Barot was requesting?

A. I recall being involved in conversations about that. If you have other questions about specifics, I could try to address them, but I don't -- I don't know what I can say beyond that.

Q. Were you aware that Dr. Barot felt that he needed – I'm trying to think of the right word – if this isn't the right word, then just tell me – he needed a more modern or a more high-resolution manometry device?

A. Yes, I do recall him stating that.

Q. Do you recall that Dr. Barot at times would need to refer patients to other facilities for procedures that required a high-resolution manometry device?

A. I'm not aware of that specifically.

Q. Were you involved in the decision as to whether to honor Dr. Barot's request to purchase the new manometry device in April 2010?

A. As I best recall, we at one point felt it was inappropriate for his particular office, that this was really more of a service line request for the hospital service and it should go through the proper channels for

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capital purchase.

Q. And just so I understand, what do you mean by a service line request?

A. Well, endoscopy – GI endoscopy is a service line which means it's not an office function of the gastroenterology, Dr. Barot's office practice, but rather a hospital service.

Q. Would that hospital service fall under the purview at all of Dr. Barot's role as a medical director for gastroenterology?

A. He would be a participant.

Q. So what particular individual would have the – if there is one has the final decision on whether to make such a capital investment?

A. Well, there's a process for any capital request that requires justification including return on investment, clinical necessity, service expansion, a number of considerations that may go into that decision making. Once that is created, then it would go to a hospital-wide committee that would look at all the capital requests and adjudicate which ones met – were merited.

Q. I take it from what you said, just to be clear, that process you described would not just apply to Dr. Barot, that –

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A. Oh, for any capital equipment beyond a certain small dollar figure.

Q. Is there an exact number or at least a rule of thumb as to what's a small figure as you described?

A. Yes. But I don't recall what it was at that time, certainly not have included-- It would be small purchases but, you know, not major equipment.

Q. And you say small. Again, I don't want you to guess, but are we talking petty cash 100 bucks I take out of my pocket? Could it be something that was a few thousand dollars perhaps that would meet that?

A. I do not recall the specific dollar figure.

MR. BLUTH: Can we go off the record.

MR. WEISBERG: Sure.

(Recess taken)

BY MR. WEISBERG:

Q. Dr. McCauley, I just wanted to follow up on a couple things we had talked about earlier. We had looked at Dr. Barot's contract, and there had been a section about quality bonus, and if you want to look at it, I can give it back to you, but just to read from here that it says, physician shall be eligible to receive up to 5,000 in annual quality bonus based on a year-end annual performance review which may include a number of items. Did you ever evaluate -- perform a

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year-end annual performance review for Dr. Barot with respect to this quality bonus?

A. Personally no.

Q. Do you know if anyone else did?

A. I do not know.

Q. Whose responsibility would that be to perform that review?

A. It would be the practice -- the management of the individual practice.

Q. I know there's a term practice manager such like Heidi Campbell would have been a practice manager. Is that the type of person --

A. Whoever would have been there at that time.

Q. We had talked a little bit about the request for the purchase of the manometry device. Isn't it true that manometry can be performed in an office?

MR. BLUTH: Objection. Are you asking him clinical questions?

MR. WEISBERG: I'm asking him if manometry can be performed in an office. I don't know whether that's a clinical question or not. It's a question that if he understands it I think he can answer.

MR. BLUTH: You can answer the question if you understand it the way it was phrased.

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A. Can it physically be performed in an office?

BY MR. WEISBERG:

Q. Yes.

A. I would say it would depend. It would depend on the office setup. I mean, certainly it's not something that's typically done in an office at least to my knowledge.

Q. Wasn't Dr. Barot's request for the manometry device to be in his office?

A. He requested, as I recall, the manometry device. And when it was -- he was informed it had to go through the capital process, then he requested it be in his office.

Q. If it was in his office, would that have had to go through that capital process?

A. Yes. Yeah, I think any purchase for equipment in offices would go through capital process as well.

Q. In your practice, your practice of medicine, do you perform endoscopies?

A. Yes.

Q. Do you perform endoscopies at Divine Providence Hospital?

A. I have.

Q. Did you perform endoscopies at Divine

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Providence Hospital in the 2009-2010 time frame?

A. I do not recall specifically. There were times when we did many of them there. And then I think when that unit was changed to a gastroenterology service I think we then did them at Williamsport Hospital. But it's varied over the years from place to place. We've done them at Divine and Williamsport. Specifically during those years I do not recall.

Q. You said when it was switched to gastroenterology service -- I don't want to put words in your mouth or mischaracterize it -- you believe you did not perform them at Divine?

A. Sir, to the best of my knowledge, I do not recall what years we performed them at Divine or Williamsport. We could have performed them then. Frequently we did share facilities with the endoscopy service, though, both at Williamsport and Divine. We did our bronchoscopy services in the same space with the same personnel that we used for the endoscopy service.

Q. And that would be in Divine as well as Williamsport?

A. Yes, sir.

Q. I'm going to show you a packet of documents marked D-139 through D-176. There's a large number of documents. I don't know that you'll need to look at all

of them. Certainly take your time to look at whatever you'd like. I'll represent to you that at least the first page appears to be an e-mail from Mr. Buttorff to Mr. Turri copying you dated May 10th, 2010 attaching form to use for the compensation committee. Do you see that?
A. Yes.
Q. Does that appear to be an e-mail that you would have been a copied recipient on?
A. Yes.
Q. Do you recall receiving documentation in May of 2010 regarding compensation committee workups for Dr. Barot?
A. No. I see what's here. I have no independent recollection.
Q. Dr. Barot's contract had indicated that – which became effective July 27th, 2009 that the incentive compensation would be calculated at the end of each year of the agreement which would have been July 27, 2010 and that if it exceeded 90th percentile would go to the compensation committee. Do you know why the workup would have been done in May of 2010 which would be about after 10 months of the first contract year?
A. No.

Q. Did you have any discussion with Mr. Buttorff or Mr. Turri or anyone else for that matter about Dr. Barot's compensation committee workup in May of 2010?
A. No, sir, not beyond what is in these documents.
Q. Did you have any discussion about what's in these documents in May of 2010?
MR. BLUTH: What's the pending question?
(The court reporter read back the previous question.)
BY MR. WEISBERG:
Q. And as you look through them, let me be a little more specific in my question. There's a lot of topics that are discussed here. I'm not necessarily asking for a discussion about the individual – any discussions about any of the matters discussed in any of the topics. I'm asking if you had discussions about these documents as they were prepared, if that makes sense.
A. No.
Q. I'm going to show you documents marked as D-289 through D-291 which appear to be minutes from a meeting of May 14, 2010 involving yourself, Mr. Buttorff, and Dr. Barot. You can take time to look

at that if you need to. I have some specific questions. My first question being is did you attend a meeting in May of – May 14th, 2010 as indicated?
A. I believe I did. Again, I have no independent recollection, but I see the document, and I have no reason to believe I was not there.
Q. Do you recall who convened or who called this meeting?
A. Not specifically. It would have been either Brian Buttorff or myself wanting to have the meeting, but I don't recall who called it.
Q. I'll represent to you that I don't think there was anything in the file or I would have tried to produce it, but do you know if there was any agenda or any list of items to be discussed that was distributed prior to this meeting?
A. I do not recall.
Q. I want to ask you specifically about a paragraph on Page D-290, and it's the second paragraph starts, Dr. McCauley discussed that he was not sure whether the physician compensation committee would approve paying Dr. Barot above the 90th percentile. Where did you get that information that you had indicated to Dr. Barot as far as the physician compensation committee possibly not approving?

A. That's just-- It's based on the work of the compensation committee. The decision is up to them. I could not guarantee that they would pay him above the 90th percentile. The decision solely rests with the compensation committee of the SHMG board.
Q. Did you have any specific knowledge other than what you told me as to how the committee may react to Dr. Barot's situation at this time?
A. No. That's a non-physician committee. It's a committee of independent board members or lay board members, non-physician board members. They would take the information that we would present, and then they would adjudicate it.
Q. Is it fair to characterize that kind of statement as a more – a general concern as opposed to a specific concern?
A. Yes, exactly. It was a cautionary statement that there's no guarantee that he is going to be paid above the 90th percentile, that he needs to be aware that the compensation committee of the board will make that decision and it's not up to me.
Q. It goes on to say, Dr. Barot first stated that, quote, if working and not getting paid, I am not sure about that. Well I do not have the skills to interpret this and that it would be left up to the

attorneys that created the contract. He then went on to say, quote, when I finished the quota of work you assign me to, should I take a vacation. It doesn't indicate in these minutes what the response was. What was the response to Dr. Barot's question about what should he do when he finishes the quota of work?

A. I do not recall beyond this. There may not have been a response. I do not know.

Q. Do you recall Dr. Barot posing that question?

A. Not other than what's written here.

Q. It goes on to say, Dr. Barot stated that he is aware that there has never been a denial for additional compensation and this could be setting a precedent. Was that a true statement? It doesn't say where Dr. Barot got that information. But was his statement true in terms of there had never been a denial for additional compensation?

A. I'm not aware of where he would have gotten that information, nor am I aware of it being true or not.

Q. In your experience in attending compensation committee meetings other than involving Dr. Barot was there any -- ever any denial for additional compensation that was presented in the physician compensation committee?

MR. BLUTH: Objection. Decisions made by the compensation committee if there were any regarding specific physicians relative to the work done by those physicians and the contract then and there existing relative to those physicians is irrelevant and unlikely to lead to any evidence that might be discoverable relative to Dr. Barot's contract and the decision that was made relative to Dr. Barot's contract.

MR. WEISBERG: Okay. We had this discussion yesterday, so are you-- I'm posing the question.

MR. BLUTH: And for the reasons I just described and for the reasons I put on the record yesterday I'm instructing the witness not to answer that question.

MR. WEISBERG: Well, in our discussion yesterday that question was answered.

MR. BLUTH: Well, I don't have a specific recollection of that. Without the transcript in front of me, I wouldn't necessarily agree.

MR. WEISBERG: It was answered as a yes or no question.

MR. BLUTH: Not that question.

MR. WEISBERG: Yes, it was. I mean, for the record, if you're going to instruct this witness not

to answer that question even as a yes or no question, I'll be on the record saying what I said yesterday which is that's an issue I would take to Judge Brann. We would get a ruling from him. If he indicates that the witness would be compelled to respond, I would reserve the right to recall this witness.

MR. BLUTH: Your question is up until --

MR. WEISBERG: Well, she can reread the question.

MR. BLUTH: I'm sure she could. Your question is, as I understand it that --

MR. WEISBERG: I want the question as I stated it. I don't want it restated by you.

MR. BLUTH: Well, I want to make sure I understand your question.

MR. WEISBERG: Well, but she can reread it. Then you can make sure you understand it. I mean, the question will be exactly as I asked.

MR. BLUTH: Okay.

MR. WEISBERG: I mean, you can say whatever you want now, but what is going to happen is I'm going to ask her to reread the question and ask the witness to respond to it.

MR. BLUTH: Well, that's fine.

MR. WEISBERG: Okay. Should we do that?

MR. BLUTH: Okay.

MR. WEISBERG: Can you reread my last question.

(The court reporter read back the previous question.)

MR. BLUTH: Is your question borne out of this exhibit that you're using?

MR. WEISBERG: It's just a question.

MR. BLUTH: Well, if you wish to limit your question to Dr. McCauley's knowledge, if any, as of May 14, 2010.

MR. WEISBERG: That question-- Can you reread the question again, please.

(The court reporter read back the previous question.)

MR. WEISBERG: That question is not limited in time, and that question stands.

A. Not limited in time up until the present day?

MR. WEISBERG: Correct.

MR. BLUTH: Well, how does anything that happened after Barot's -- Dr. Barot's -- the decisions that the committee made relative to Dr. Barot have anything to do with this matter at all or your exercise in testing the content of this exhibit?

MR. WEISBERG: That question has nothing

to do with this exhibit. It's detached from this exhibit. And at great issue is the policy and procedures of the compensation committee which have been ill defined at best.

MR. BLUTH: Well, I disagree with that characterization.

MR. WEISBERG: Well, nonetheless, they've been ill defined at best, and apparently the physician compensation committee runs by its own rules based on the minutes of any particular meeting. So the discussions and what happens is very relevant.

MR. BLUTH: Well, I don't agree with your statement, and I think your question that you have presently on the table is not directed to that issue anyhow. So, again, so I understand, your question is whether at any point in time Dr. McCauley is aware whether the compensation committee has denied a physician's request for excess compensation?

MR. WEISBERG: It's exactly as stated. I mean, if that's-- That sounds correct.

MR. BLUTH: Do you have any such knowledge, yes or no, Doctor?

A. My personal recollection is that I have been to several compensation committees where great question has been raised about awarding amounts over the 90th

percentile. And I do not recall any specific instances one way or the other. I cannot categorically say that all other requests have been answered in the affirmative.

BY MR. WEISBERG:

Q. I'm going to show you documents that have been marked D-181 and D-182 and ask you to take a look at those. It appears as if the – there are at least two e-mails that you received as a copy that both reference a letter sent to Dr. Barot. Do you see that?

A. Yes.

Q. And do you see a letter on the second page, D-182, from Mr. Johnson to Dr. Barot dated May 17th, 2010?

A. Yes.

Q. Are you familiar with this letter? Have you seen this letter before?

A. Yes.

Q. Did you have any discussion with Mr. Johnson about this letter or about the contents of the letter?

A. I do not recall.

Q. Did you ask Mr. Johnson to send a letter to Dr. Barot?

A. Not that I recall.

Q. The letter indicates, dear Dr. Barot, this

letter is in follow-up to your call on May 15th, 2010 which would you agree with me seems to indicate a call between Mr. Johnson and Dr. Barot?

A. I would interpret it that way, yes.

Q. I'm assuming that you were not on that call. Is that correct?

A. I do not recall being on a call of that nature.

Q. Did Mr. Johnson talk to you at all about a phone call he had with Dr. Barot on May 15th, 2010?

A. That I don't recall either, no.

Q. In the next to last paragraph of the letter it says, based upon Dr. Barot's contract, his compensation would be eligible for consideration at the first meeting following completion of the 12-month financial analysis. It says, assuming the analysis is completed within 30 days of the close of 12 months following your start date, your case will be reviewed in September or October of 2010. Do you see that?

A. Yes.

Q. To your knowledge at that time, is that a statement that you would agree with, that Dr. Barot's case would have been reviewed in September or October of 2010 assuming that the analysis was completed within 30 days?

A. Again, I can't speak to that. Sometimes the analysis takes longer. Sometimes the data gathering could take longer. So I would not necessarily agree with that, but.

Q. Is there a typical time frame within which an individual's case is brought to the compensation committee following the period of their financial – the financial period with which is being discussed?

A. No, there's no set time. It's quite variable.

Q. Now, Dr. Barot's case did not come before the compensation committee for the first time until March 10th of 2011 which is well beyond September or October of 2010. What was the reason for I'll call it a delay? I don't know if that's a fair characterization. Based on what Mr. Johnson represented, I'll characterize it as a delay. But what was the reason that – for the lag in time between this September-October and the fact that Dr. Barot's case was not brought until March of 2011?

A. I don't know whether it had to do with the schedule of the committee or whether it had to do with the obtaining the appropriate documents. I do not know.

Q. Did you personally make the request to the committee to put Dr. Barot's case on their agenda?

A. I don't recall that either. I believe at that time Mr. Turri made those requests. There have been times I have made requests to the committee, but I think it was subsequent to that date.

Q. Did Mr. Turri ever discuss with you any delay that was being experienced between the close of Dr. Barot's first 12 months and getting his case before the compensation committee?

A. I don't recall him discussing any delay. I think-- No, I don't recall any specific discussion about any delay. There were discussions about his RVU calculations that were ongoing that may have been unresolved.

Q. And were you involved in those discussions regarding his RVUs?

A. Yes.

Q. What were those discussions?

A. Well, again, I don't recall specific dates or specific items but that the conversation was around the appropriateness of some of his claims for RVUs that were unsubstantiated.

Q. I'm going to show you documents marked D-186 through D-192. The first page, D-186, appears to be an e-mail from Mr. Buttorff to Mr. Turri copying you and Mr. Ruppert and referencing some attachments. Do you

see that?

A. Yes.

Q. Is that an e-mail that you recognize that you would have received in June?

A. Yes.

Q. Mr. Turri writes, I have attached Mike's calculation for Dr. Barot. This is through May 31st, 2010. There is a file with conscious sedation, without conscious sedation, and an incentive calculation for both on one file, quote, based on his contract terms. Did you have any discussion at this time or in this time frame regarding Dr. Barot's contract terms and how they would have related to conscious sedation?

A. I've had conversations about that, but I do not know if it was at this time frame.

Q. Do you recall any more specifics about discussions involving conscious sedation calculations?

A. To the best of my recollection, it was later than this, and it may have been in the period that you referenced earlier when his RVUs were being calculated for presentation to the compensation committee. I do not recall the exact dates. But I do recall discussion of Dr. Barot's claims for conscious sedation that were not substantiated and had to be sorted out.

Q. What do you mean by not substantiated?

A. Well, Dr. Barot was claiming that -- claiming credit for RVU for a certain procedure conscious sedation that has a certain defined CPT code. That is a defined service code that he did not perform.

Q. And when you say he did not perform those CPT codes, is that information that was provided to you from someone else? Is that based on your own independent research? Is that based on conversations with Dr. Barot? Where did you get that information that he did not perform those CPT codes?

A. Based on information presented to me.

Q. Do you recall by whom?

A. Not specifically without documents.

Q. Do you have knowledge either from your own experience as a physician or from discussions with Dr. Barot as to whether Dr. Barot performed conscious sedation during some or all of his procedures?

A. Yes. It's commonly done by anyone performing endoscopy at that time and also bronchoscopies that I performed.

Q. So Dr. Barot would have – it would be common and routine for Dr. Barot to perform the conscious sedation as the physician?

A. Yes.

Q. So if it was presented to you that Dr. Barot

did not perform CPT codes for conscious sedation-- Was it your understanding that Dr. Barot did not perform the CPT codes for conscious sedation that were being claimed?

MR. BLUTH: Object to the form.

BY MR. WEISBERG:

Q. Do you understand my question?

A. Please rephrase.

Q. You had indicated that Dr. Barot was claiming RVU credit for procedures that he did not perform. At least in this e-mail it's talking about presenting a file with and without conscious sedation. So was it your understanding that Dr. Barot was seeking CPT codes for conscious sedation procedures which he did not perform?

MR. BLUTH: Object to the form. But you can answer if you understand the question.

A. Conscious sedation is included in endoscopy CPT codes for procedures such as colonoscopy. The CPT codes-- And that's included in the CPT code which Dr. Barot presented for billing. He also presented separate CPT codes for separate conscious sedation that is to be performed by a physician independently, not as part of the colonoscopy procedure. Those particular codes he did not perform. So we, you know, had to

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adjudicate, you know, what form -- which ones were appropriate and which ones were not. If he met the definition of the CPT code for that procedure, then we would certainly have honored that.
Q. I want to have you look back at Dr. Barot's contract that we had looked at, packet of D-1 through --
A. Are we finished with this, Counsel?
Q. I'll take that back for the moment. If I refer back to it, I'll give it back to you. We had looked at D-1 through D-15.
A. Yes.
Q. And I'll ask you to take a look specifically at Page D-15 --
A. Yes.
Q. -- which is a list -- represents itself to be gastrointestinal relative value units 2007. Do you see that?
A. Yes.
Q. Do you know where -- who created this particular sheet?
A. Specifically no. It was created at Dr. Barot's request, but I'm not sure specifically by whom.
Q. Now, I want to ask you specifically about the two codes, 99144 and 99145, which relate to moderate

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conscious sedation. Do you see those?
A. Yes.
Q. And you see that there's RVUs 1.28 and .52 respectively?
A. Right.
Q. Do you know where those values came from?
A. There is-- At that time there was relative value units -- it says at the top, relative value units 2007. So there is a book of RVU values that's assigned by CMS to CPT codes. And so I would-- To the best of my knowledge, these were obtained from that information.
Q. Now, is it consistent with your understanding that the conscious sedation codes that were I'll call it at issue were the 99144 and 99145 CPT codes?
A. Yes.
Q. Based on what you had just told me, is it your -- in your evaluation did Dr. Barot perform the conscious sedation that is indicated by the I'll say first the 99144 code when he would do a procedure such as an endoscopy?
A. No.
Q. And why not?
A. Because conscious sedation is part of the code for, for example, colonoscopy as outlined above 45378. So conscious sedation is included already in

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that RVU score. The 99144 code is for conscious sedation provided by someone assisting a procedure, not the primary performer of the procedure. So he did not -- his claim for these RVUs did not meet the definition of that CPT code.
Q. Would there have been situations where Dr. Barot would have been the person assisting in the procedure performing the conscious sedation?
A. Not to my knowledge.
Q. And can you explain to me why these particular codes are represented on this sheet which is at a minimum attached to Dr. Barot's contract?
A. As I understand it, this was at his request.
Q. When did he make that request?
A. That I do not know.
Q. Was that prior to the contract being signed?
A. I do not know that date. I'm sorry.
Q. Do you know why that request was honored?
MR. BLUTH: The request to --
MR. WEISBERG: The request to put those codes on this sheet.
A. I think only in the sense of wanting to be collaborative with Dr. Barot, to work with him at his request. I didn't know of any other reason. I think he wanted the definition of what the main codes were and

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the RVU values assigned to those that he anticipated that he might want to work with. That's my assumption.
Q. Did you ever make it clear to him prior to his contract coming into effect that you did not believe that he would ever perform the CPT codes 99144 and 99145 based upon the definition you gave me?
A. No. I assume if he did that as part of a collaborative arrangement that that would be something he would do. I don't know that he wouldn't do it.
Q. And if I asked this already, I apologize, but do you know who agreed to put those particular codes on this sheet that we're looking at?
A. No.
Q. At what point, if any, did you tell Dr. Barot directly yourself that you did not believe that those two codes were going to be included in his compensation?
A. I do not recall. I don't know if I personally did myself or not. I don't know.
Q. Do you recall if you were ever in the presence when somebody else specifically told Dr. Barot that those codes would not be included in his compensation?
A. I do not know that I was in anyone else's presence. It is my belief that he was informed of that, but I do not know specifically by whom or when.

Q. Did you ever have any discussion with Dr. Barot regarding his documentation of performing conscious sedation?
A. No.
Q. Were you in the presence of anyone else whoever informed Dr. Barot of his -- any deficiencies in his documenting conscious sedation?
A. Not that I recall, but I do not know.
Q. Do you have any firsthand familiarity with the billing process for billing conscious sedation?
A. No.
Q. In your opinion based on what you told me, is it your opinion that regardless of whether Dr. Barot properly documented the time that he was doing conscious sedation or not in procedures in which he was doing the full procedure that it would have been irrelevant to the compensability for those particular CPT codes? Does that make sense?
MR. BLUTH: Object to the form of your question, although I'll allow the witness to answer it if he understands. But more particularly --
A. I --
MR. BLUTH: Hold on a second, Dr. McCauley. Your question asks for an opinion, and as I think we can agree, he should respond only to the

extent he had an opinion in the time frame that your question -- or that your prior questions related to and not an opinion he may have formed later in time and certainly not anything that Dr. McCauley and I had discussed once the lawsuit was filed.
BY MR. WEISBERG:
Q. I'm certainly not interested in anything you discussed with counsel. I'm interested in what your opinion was in the time frame when Dr. Barot was working for Susquehanna Health.
A. I wonder if you could restate the question.
Q. Yeah. I'm going to go about it a long way just so you maybe better understand what I'm asking. There was some discussion amongst I think possibly other parties, maybe not including you, about Dr. Barot's documentation of the times that he would have, for instance, started and stopped conscious sedation during a procedure and whether --
A. That he was performing?
Q. That he was performing. And that there was discussion in at least the paper record about it being difficult to calculate what the CPT code amounts would be for 99144 and 99145 assuming they were compensable. And my question to you was that it sounds like your opinion in that time frame when Dr. Barot worked for

Susquehanna Health was that it didn't matter how well documented the start and stop times would have been, even if they were perfectly documented, it sounds like your opinion at that time was that they were not compensable regardless. Is that --
A. That's correct. I mean, if he was, you know, not performing the procedure as defined in the CPT code manual 99144 or 99145, then he could not bill for that procedure.
Q. And so you're relying and to that regard on the CPT code manual?
A. Yes. I mean, that's -- that defines what a procedure is.
Q. I'm going to show you documents D-193 and D-194 which appear to be a string of e-mails that at least the ones on the second page and the bottom one of the first page were either to or from you. Do you see that?
A. Yes.
Q. Do these appear to be e-mails that you would have sent or received, at least the ones that have your name on it?
A. Yes.
Q. And on the top e-mail on the second page it looks like you wrote to Jim, Mike, and Brian, why are

you doing calculations with and without conscious sedation, what is the contractual agreement. Do you see that?
A. Yes.
Q. When you posed that question, had you gone back and reviewed Dr. Barot's contract yourself prior to posing that question?
A. No.
Q. And then Mr. Turri on the first page responded bottom of the first page, I told them to do this because he gets the RVUs but we don't get reimbursed for it.
At that point in time when you got that response did you agree with that statement by Mr. Turri, the statement that he gets the RVUs but we don't get reimbursed for it?
MR. BLUTH: You're asking him whether on June 7, 2008 he had formed --
MR. WEISBERG: 2010.
A. 2010.
MR. BLUTH: Excuse me, 2010 Dr. McCauley recalls receiving this and then recalls forming an opinion on whether that was correct?
MR. WEISBERG: Did he have opinion when he received that e-mail and read it whether he agreed

with that statement that --
A. Right. I can answer that. I don't recall. I don't recall other than what's written here an opinion.
BY MR. WEISBERG:
Q. And it goes on to say, the contract does not specifically address it one way or the other, so I wanted to see the difference. Do you recall when you read that if that's something you agreed with in terms of the contract interpretation?
A. No, I do not recall. I certainly have an opinion now. I don't recall having any opinion at that time.
Q. Did you go back at that time and look at the contract?
A. No, I did not.
Q. At some time -- at any time between the time that Mr. Turri wrote this e-mail in June of 2010 and the time that in May of 2011 when Dr. Barot's case was brought to the compensation committee did you form an opinion as to what the contract -- what Dr. Barot's contract said with respect to the RVUs for conscious sedation? And I guess I don't want to ask based on what you were told by counsel, anything independent of --
A. Right, I understand. There is no definition

in the contract about what services he will receive RVUs for. It just simply states, you know, based on his productivity we will calculate it based on an RVU method. So that's the contract and then as a matter of him presenting his documentation to provide -- provide appropriate documentation to perform the services.
Q. And when you say providing appropriate documentation --
A. It would be a clinical record.
Q. -- is there any documentation that Dr. Barot could have provided you based on the procedures that you know he performed that would have persuaded you that he should be granted RVUs for the sedation codes?
MR. BLUTH: Objection. That calls for speculation. And whether something that didn't occur might have occurred and whether Dr. McCauley's opinion which he might have had might have been different is an unfair question in a deposition.
MR. WEISBERG: I would disagree. I'm not asking for speculation.
MR. BLUTH: You are.
MR. WEISBERG: No, I'm not.
MR. BLUTH: You're asking him --
MR. WEISBERG: I can ask a hypothetical as well. I'm perfectly entitled to ask a hypothetical.

I mean, my question is this, what documentation could Dr. Barot have provided based on the procedures that Dr. McCauley knows he performed that would have persuaded him that those codes were compensable.
MR. BLUTH: Your question assumes that the witness knows all of the procedures --
MR. WEISBERG: I'm talking about the procedures that he knows were performed, for instance, endoscopies where Dr. Barot was the primary doctor doing the endoscopy.
MR. BLUTH: Okay. So with that clarification, I think his question is, is there any such documentation.
BY MR. WEISBERG:
Q. That could have been provided that would have persuaded you that Dr. Barot should have been granted CPT RVU values for --
A. Yes. If he had performed services as defined by the CPT codes, we certainly would have -- that would have allowed us to give him RVU credit for that. We're trying to be fair with Dr. Barot and fair to the organization. So, you know, we would certainly have honored him performing those services if he performed them, but he did not.
Q. But you told me he performed the conscious

sedation.
A. As part of colonoscopy, as defined by the CPT code for colonoscopy.
Q. You also told me that you never would envision a situation where he would be the assisting person providing the sedation.
A. I didn't-- No. I said that if he had been then he could be compensated for that.
Q. But is there any single procedure that Dr. Barot would have been the primary doctor doing the procedure and been the assisting person doing the sedation?
MR. BLUTH: Object to the form of the question. But you can answer if you understand it.
A. I do not know of a procedure-- I do not know. I don't know if there's a procedure that specifically without looking at the manual that does not include conscious sedation that would be billed as a separate service. So to the extent that he performed services that do not include conscious sedation as defined by that procedure, then it could be billed as a separate service. But I do not know what procedure that would be.
BY MR. WEISBERG:
Q. Do you know if the codes that are-- Do you

still have the contract?
A. No.
Q. And I'm not a doctor, so I probably say things that are stupid, but the surgery codes, are those the general main procedures that Dr. Barot would have performed?
A. Some of them, not all.
Q. Are those the procedures that would have generated CPT codes that would be associated with RVUs?
A. These procedures would be associated with RVUs, that's correct. They're listed there.
Q. Can you tell me any other procedures that Dr. Barot would have performed that would not be listed on this sheet?
A. I know he performed other procedures. I do not know the full scope of all the procedures he performed.
Q. Can you give me examples of procedures that he would have performed that aren't listed here?
A. One I can think of is ERCP.
Q. And what does that mean? What's ERCP?
A. Endoscopic retrograde pancreatic --
DR. BAROT: Cholangio --
A. Cholangiography.
DR. BAROT: Cholangiopancreatography.

A. Yeah, right.
BY MR. WEISBERG:
Q. Fair enough. Not that that means anything to me anyway. So if Dr. Barot had performed that procedure, would he have received surgery procedure CPT codes for that procedure?
A. Yes, sir.
Q. Under what -- where on this sheet would that fall?
A. Well, I do not think this sheet was meant to be inclusive. I don't know that this is inclusive or Dr. Barot would agree that it's inclusive. I think there are procedures and other types of work for which he billed CPT codes that are not listed here.
Q. Now, if Dr. Barot did an ERCP and he were the primary physician performing it and he also did the sedation, would that have been included in that CPT code?
A. I would have to look at the manual to see. Everything is defined, so we just go by the definition of the service, and if he performed it, then fine. If not, not.
MR. BLUTH: Off the record.
(Recess taken)
BY MR. WEISBERG:

Q. Dr. McCauley, I want to show you documents that have been marked D-199 through D-201 which is a series of three e-mails. Sequentially they start on it looks like D-200 with an e-mail from you to a number of individuals dated July 12th, 2010 and followed up by two others on the first page. You can take your time to look at these. My first question is, do these appear to be e-mails that you either sent or received in July 2010?
A. Yes.
Q. I want to look first at the e-mail that you sent on D-200 which is from July 12th. It's from you. It says, hello all, and it references a one-hour meeting you had with Dr. Barot. And you talk about some of the things from that meeting. As we sit here, do you have an independent recollection of the meeting with Dr. Barot --
A. No.
Q. -- from July? No?
A. Not other than is stated here, no.
Q. A couple of the points you raise in your list that starts, here's how he sees it, Number 4 you say that Dr. Barot says is it reasonable to fire someone before you let him know what needs to be corrected. I have been here less than one year and had no formal

evaluation or performance review yet. Did you respond to that particular question Dr. Barot posed in that meeting?
A. Not that I recall. And I would say that all these things pertained to his medical directorship which was not under my purview. This is a hospital appointment. So to the extent that he was involving me, you know, I was wanting to give the team representing him what he saw as problems in his medical directorship as stated to me, and I was just giving them information from him.
Q. Did you have any involvement in your role as president of SHMG as to who was appointed medical director and over which hospitals?
A. No.
Q. Was your input ever sought as to whether, you know, one individual should be medical director at one facility or another?
A. Not specifically that I recall although to the extent that being medical director it might take time away from a practice. I would be consulted about the appropriateness of involving a physician as medical director as it might affect their medical practice, but that was really all. That was just my opinion. It was not certainly actionable.

Q. You're familiar -- are you familiar with the fact that Dr. Barot was at least at one point medical director of gastroenterology for Divine Providence Hospital?
A. Yes.
Q. And are you aware that that contract was terminated at some point before Dr. Barot left his overall physician employment?
A. Yes.
Q. Were you consulted at all by the folks who would have had control over who would have been medical director about the decision to terminate Dr. Barot's medical director contract?
A. Not specifically. I know -- I was aware of conversations about that discussion, but not specifically in terms of the decision maker.
Q. Were you involved in the discussions to bring in Dr. Schaefer as a medical director?
A. To the extent that we were recruiting a second gastroenterologist and as such the appropriateness of whether that new person could be a medical director.
Q. Did you have any discussions or were you involved in the process of determining which hospitals or entities Dr. Barot or Dr. Schaefer would be medical director of?

A. No.
Q. Do you know why Dr. Barot was medical director of Divine Providence and Dr. Schaefer was medical director of Divine Providence, Williamsport, and I think one other hospital?
A. No.
Q. Do you have any knowledge of why the terms of -- any terms of Dr. Schaefer's medical director contract would have been different from any of the terms of Dr. Barot's contract?
A. No.
Q. So I assume if we looked at the contract you would not be able to opine on any of those differences even if we looked at it?
A. No. I mean, that was a hospital contract. I will say that I did -- I was a signatory on some of the contracts because SHMG had to agree to having their physician serve in that role. So we were-- As the employer of the physician, we had the contract with the hospital for that physician to do that. So my name may be on some of those contracts representing the medical group.
Q. I want to hand you documents which have been marked D-273 through D-275. It's entitled, Dr. Barot Practice Plan August 9th, 2010. However, in the first paragraph it refers to a special meeting that was held on June 11, 2010. And it looks like at least according to this document you were present at that meeting along with some other individuals. You can take time to look at that if you'd like. I have some specific questions, first being is were you, in fact, present in that meeting on June 11th, 2010 with these individuals?

A. I don't recall specifically the meeting, but, you know, I agree that my name is here and that I, therefore, at least according to the documents was there.
Q. Without looking at the notes, do you have any independent recollections of what occurred at that meeting?
A. No, sir.
Q. It indicates in the header paragraph that a plan had been developed to be presented to Dr. Barot by members of the aforementioned team. And there's responsible people listed for some of the areas of concern. And I just wanted to ask you about a couple of those. On the second page the fifth one down talks about accurate and timely documentation for all patient encounters and lists yourself along with Mr. Buttorff and Ms. Campbell as the responsible people. Do you see that?

A. Yes.
Q. Did you personally take any action with respect to trying to fulfill the actions indicated on this chart?
A. Yes.
Q. And what did you do?
A. I received information from the practices and met with Dr. Barot on several occasions presenting his electronic medical records from the office to him pointing out what I consider to be problems with his documentation. We also received complaint letters from patients claiming that he did not perform services for which he documented which I reviewed with him.
There were duplications in his record in the sense that a patient might come in for a second visit and all of the vital signs would be exactly the same as the first visit. So there was a lot of cut and paste going on from his one record to the next that I told him was inappropriate and that he needed to document completely with each visit what needed to be done. There were -- it's follow-up visits with regard to the cut and paste, no full office visits with the exact same documentation as the initial visit.
And I clarified with him that if he did not

perform a complete examination, for example, at the second visit it shouldn't be documented that way. So there were a number of meetings and issues around his documentation that were held.

Q. Did you ever have in any of those meetings any specific discussions regarding documentation of the conscious sedation codes that we had talked about, 99144, 99145?

A. Not that I recall. I think that this refers to the accurate and timely documentation for his patient encounters rather than procedures.

Q. I'm going to ask you to look at D-241 through D-246 which appears to be a memo to Dr. Barot from Mr. Turri copying you and Mr. Buttorff dated December 2nd, 2010 and ask you to take a look at that and tell me if you are familiar with that document.

A. I have seen it, yes.

Q. I understand that Mr. Turri sent it and copied you. Did you have any-- Did you instruct Mr. Turri to send this particular memo to Dr. Barot?

A. Not that I recall. This would be Mr. Turri's-- In his role as chief operating officer for the medical group this would have been in his role to do.

Q. Did you have any discussions with him about

the content of the memo I guess either before or after you received it?

A. Not that I recall.

Q. I'm going to ask you to look at documents which have been marked Barot 547 to Barot 549 which appear to be a letter dated March 7, 2011 addressed to Mr. Johnson with a subject of Dr. Barot's 90-day notice to terminate. Understanding that you were neither the recipient or a cc recipient, I just wanted to ask you if you're familiar with that particular letter at all.

A. Yes, I've seen this.

Q. Do you recall when you first saw that particular letter?

A. I believe I saw it as soon as Mr. Johnson received it. I believe he made me aware.

Q. Prior to becoming aware of this letter being received by Mr. Johnson, did you have any particular knowledge that Dr. Barot was intending to turn in his notice to terminate employment?

A. Absolutely not.

Q. Had anyone else told you that they had reason to believe that Dr. Barot would be terminating his employment?

A. No.

Q. After this letter was received, did anyone

else say anything to you that they had expected this?

A. No.

Q. Did you have any discussions with Dr. Barot after you received -- after you got notice of this particular letter, discussions about this letter? I don't mean ever.

A. Not that I recall.

Q. I'm going to show you a document which has been marked Barot 550 which is a letter dated March 9th, 2011 withdrawing the termination from March 7th, 2011, ask you to take a look and tell me if you are familiar with that document.

A. Yes.

Q. And did Mr. Johnson make you aware that he had received this letter as well?

A. Yes, I believe so.

Q. Did you have any further discussion with Mr. Johnson about this letter when he indicated that he had received it?

A. I was delighted. You know, we were -- I was working with Dr. Barot to help bolster his practice, find a way for him to work with Dr. Schaefer as a collaborative arrangement, to expand our services to the community with Dr. Schaefer and Dr. Barot. As a medical group, we felt for some time that we had the ability to

expand our services with additional physicians. I had acquainted Dr. Barot with that on previous discussions. And so we wanted to work with Dr. Barot to have him stay with us. So I was very happy to receive this, to know of this.

Q. Did you have any discussions with Dr. Barot after seeing this about, you know, what happened or why did he, you know, send his notice and withdrawal, anything of that nature?

A. I may have, but I don't recall specifically any conversations.

Q. I'm going to show you documents which have been marked D-20 through D-25 which appear to be compensation committee meeting minutes from March 10th, 2011 in which it appears as if you were a guest in attendance. You can take time to look over those if you'd like. My first question is, do you recall attending a compensation meeting on March 10th, 2011 to discuss Dr. Barot's compensation?

A. I recall only in the sense of, you know, being named in this document. I recall being at a meeting about Dr. Barot's compensation at the compensation committee.

Q. Did you make a presentation on Dr. Barot's behalf in this meeting?

A. I do not recall specifically, although I see on Page 2 of this document that it is mentioned that Mr. Turri and Dr. McCauley referred to Pages 2 and 7 of the plan document. As I best recall, Mr. Turri led the discussion, but I may have contributed.

Q. In the discussion on page -- the second page which you are I think referencing where it starts, Dr. Barot excess compensation, do you see that?

A. Yes. In the middle of the page?

Q. Yes. It says about three lines down, Mr. Turri indicated that the additional compensation requested by Dr. Barot of $160,560 is over the 90th percentile. My question is, did Dr. Barot ever tell you that he was requesting $160,560?

A. No.

Q. Do you know where that number came from?

A. It came from Mr. Turri's calculations based on the RVU -- the final RVU number that was finally derived as being representing Mr. Barot's work.

Q. And is that -- we had had I'll characterize it as a, I don't know, moderately lengthy discussion about how you felt that Dr. Barot's compensation and RVUs should be calculated. Was that number based on the analysis that you had given me earlier?

A. I don't recall specifically. I do know there

were a lot of discussions about which RVUs should be included that were documented, and so this was the final outcome of those discussions.

Q. And were those discussions held with Dr. Barot or his counsel?

A. I believe that Mr. Turri discussed those with Dr. Barot. I did not.

Q. And, again, just so I'm clear, you are not representing that Dr. Barot personally requested that amount of money, correct?

A. To the best of my knowledge, no.

Q. Was there any discussion in this particular compensation committee meeting regarding the -- I'll call it a dispute. You can characterize it however you want -- but regarding the -- whether the conscious sedation codes should be included or not included in Dr. Barot's calculations for compensation?

A. I do not recall specifically. I would have to refer to this document. If you have any specific lines you'd like to refer me to, I'd be glad to look at it.

Q. I do not. I guess that's why I was asking if you're aware of any.

A. Not beyond this document.

Q. Is there a reason that the compensation

committee was not made aware of the fact that there had been some discussion and potentially dispute as to what Dr. Barot may be entitled to?

MR. BLUTH: Object to the form. But you can answer if you understand the question.

A. I don't recall that there was or was not any discussion about that prior to the meeting. I think at this meeting we were trying-- There was an honest attempt to act on Dr. Barot's behalf to present information fairly to the committee to see that he got his appropriate compensation. And that's how it was structured.

BY MR. WEISBERG:

Q. You were aware, were you not, that at the time of this committee meeting that Dr. Barot had put forward his belief that the 99144 and 99145 codes should be included in his calculation. Is that correct?

A. I don't know that. I know that he had expressed that. But to the extent that he accepted or didn't accept the explanation and why they were not included, I don't know. So I don't know that he was requesting more than this.

Q. Did you ask him?

A. I did not.

Q. Did you review the package that was going to

be presented to the compensation with Dr. Barot before you took it to the committee on his behalf?

A. I did not.

Q. Do you know if Mr. Turri went over the information that was going to be presented on Dr. Barot's behalf to the compensation committee?

A. I can't speak for him.

Q. Did you direct him to do so?

A. Not that I recall.

Q. Is there a reason why you wouldn't have gone over what you were presenting to the compensation committee with Dr. Barot if you were aware that there had been at least some dispute regarding how much he should be due?

A. Could you rephrase that.

Q. Yeah. Is there a specific reason that you would not have discussed with Dr. Barot or gone over this request that you were taking on his behalf to the compensation committee before you went when you were aware that there had been discussions and maybe some disagreement as to how the amount should be calculated?

A. It's my understanding that Mr. Turri reviewed this with Dr. Barot, but I don't have the specifics on that.

Q. Did Mr. Turri tell you he had discussed it

with Dr. Barot?
A. I do not recall.
Q. I'll represent to you that I don't see anything listed in the minutes, but was there any discussion of the implications potentially on awarding this compensation to Dr. Barot with respect to IRS regulations or anti-kickback statutes or Stark laws which we had discussed earlier?
MR. BLUTH: Wait. Just for clarity, which compensation are you referencing in your question?
MR. WEISBERG: I'm referencing the request for the $160,560.
A. I would represent the committee to my knowledge always has that in their sights and that's why this extensive documentation is performed before any additional award is made.
BY MR. WEISBERG:
Q. Outside of whatever is documented in writing, was there any discussion that you recall related to how any statutes from the IRS, anti-kickback, Stark laws may have been violated or not violated by awarding the extra $160,000?
MR. BLUTH: Objection. Could you repeat that question, please.
(The court reporter read back the

previous question.)
MR. BLUTH: Do you understand the question?
A. Um-hum. Not specifically, no. I mean, I think that again the committee is seeking documentation so that the -- whatever decision is made is based on defensible documentation for compensation.
BY MR. WEISBERG:
Q. And that documentation is what's reflected here in the minutes and anything accompanying the minutes?
A. As far as I know, the minutes are the minutes. They speak for themselves.
Q. On Page D-23 under Number 12 three lines from the bottom of that page there's a sentence that says, there are suspicions that Dr. Barot is considering relocating; however, we have no proof. Do you have any recollection of any further discussions beyond what was written there that happened in that meeting?
A. No, sir.
Q. Do you know what those suspicions were based on?
A. No, I do not.
Q. Do you recall if there were any compensation committee meetings-- Well, let me back up. Would you

or Mr. Turri have requested that Dr. Barot's compensation be placed on the agenda for the compensation committee?
A. One of us would have, yes.
Q. And were there any meetings that were held between the time that you put in your request and the time that it was heard by the committee?
A. Not that I recall.
MR. BLUTH: Let's go off record for a minute.
(Discussion held off the record)
BY MR. WEISBERG:
Q. Doctor, I want to show you a document which has been marked Barot 551 through Barot 553. There's a couple extraneous highlights and ink on it. I don't have a clean copy. But ignoring that, I want to ask you if you're familiar with that document which appears to be a letter.
A. Yes, I've seen this.
Q. And that would be a letter from Dr. Barot's attorney to Mr. Johnson with a 30-day notice of termination, correct?
A. Yes.
Q. And when did you first become aware of this letter?

A. As best I recall contemporaneously.
Q. Mr. Johnson advised you?
A. Yes.
Q. Did you read the letter at that time?
A. Yes.
Q. With regard to Paragraph 3 on the second page, it says, my client believes he was the victim of illegal discrimination while employed by Susquehanna Health Medical Group. During the time that Dr. Barot worked at Susquehanna Health, did he ever make any statements to you that he felt that he was being discriminated against in any way?
A. No.
Q. Dr. Barot in his deposition testified that in November of 2010 after he was removed from the medical directorship he had made a statement to you, quote, am I not pale enough. Do you recall did Dr. Barot make such a statement to you?
A. I never heard that.
Q. Did anyone else ever tell you that Dr. Barot made any comments or statements to them indicating that he felt he was being discriminated against?
A. Never.
Q. After you received -- not you received, after you received notice of the April 15th letter, did you

have any discussions with Dr. Barot regarding this renewed notice of termination?
A. I do not recall, no. There may have been certainly internal discussions, but I do not recall any meetings with Dr. Barot.
Q. You never had any discussions with Dr. Barot regarding his assertions that he thought he was the victim of illegal discrimination?
A. No. This came as a complete surprise.
Q. But after you got -- read this letter, you didn't have any discussions with him regarding his assertions?
A. I did not.
Q. Do you know if anyone else did in Susquehanna Health?
A. I do not know.
Q. I'm going to show you a document which has been marked Barot 172 to 174, and I'll represent to you that it's a letter dated April 21st, 2011 to Attorney Christian Lovecchio from Attorney Bluth. I just have one specific question. I'm not sure that you would have ever seen this letter before. My question is this, on the bottom of the second page of this letter which was written April 21st, 2011 it says, Dr. Barot has been indicating for some time that he intended to leave his

employment at SHMG at some point and relocate his medical practice elsewhere. I know I've asked you in other contexts, but I just want to be clear that you had no knowledge of Dr. Barot indicating that he intended to leave his employment and relocate his medical practice at the time of April 21st, 2011.
MR. BLUTH: Other than that he had resigned twice at that point.
MR. WEISBERG: I'm sorry?
MR. BLUTH: I said other than he had resigned twice at that point.
A. I can answer. I mean, the only notice I had was his original letter from his attorney, his attorney letter.
BY MR. WEISBERG:
Q. And it says, relocate his medical practice elsewhere. Did you have any indication as far as him specifically relocating his medical practice other than the letters from his attorney?
A. No.
Q. And when it says for some time, again, that would in your mind from what you knew or what you had heard from anyone there was nothing before the first letter from his attorney?
A. That's correct.

Q. I'm going to show you a document which is marked D-225 through D-230 which appears to be an e-mail from Mr. Turri to you and a couple of other individuals dated May 9th, 2011 regarding an attached presentation for review. You can take time to look at that if you'd like. My first question is, do you have a recollection of receiving this e-mail?
A. No. But I have no reason to doubt it.
Q. And it references Barot physician comp exceptions May 12th, 2011. There was a second meeting of the compensation committee regarding Dr. Barot that you attended. Is that correct?
A. Yes.
Q. And how did it come about that you and-- I don't know that you attended that meeting. Do you recall if you attended that meeting? I'm looking at the minutes, and I can show them to you. Your name is not on them as being in attendance. Do you recall?
A. At a compensation committee of May 2011?
Q. Yes. Well, I'll just show you the minutes while you're looking at that. Well, I'll show you two things, D-249 through D-260. Oh, your name is on it. I'm sorry. It looks like you did attend. So here's the minutes.
A. Yes, I see my name.

Q. How did it come about that you and Mr. Turri attended the meeting on May 12th to discuss Dr. Barot a second time?
A. I don't recall. I don't know if there's a statement in here as to why, but I don't recall.
Q. Well, I mean, if you look at the minutes which is D-49 through 60, on the bottom of the first page it says, Dr. Barot is now asking for additional compensation due to credit he claims he should have received for moderate conscious sedation.
A. Okay, I see that.
Q. So would you agree with me that that appears to be the reason that the second meeting happened?
A. Yes, that would appear to be the reason.
Q. I guess my question that I was asking before to be more specific is, if that particular request wasn't brought to the committee back in March, how did it come to be that it was now being brought to the committee in May? In other words, why didn't you just take everything in March? Why are you going back?
A. I don't recall. I think I stated earlier that we -- that Mr. Turri prepared documents based on the appropriate number of RVUs based on our calculations and that's what was taken to the committee the first time.

Q. And you don't have a recollection as to why you went back to the committee the second time? I mean, I know what it asks for as to the reason --

A. None other than is stated that I think apparently Dr. Barot felt there should be some discussion at the committee level about the RVUs that we as a medical group did not feel were included.

Q. Whose decision was it to go back to the compensation committee the second time for Dr. Barot?

A. I do not recall.

Q. Did you review the presentation to the committee and what was being requested with Dr. Barot before you made the presentation?

A. That I don't recall. I can speculate, but I do not know for sure.

Q. I don't want you to speculate. Do you know if Mr. Turri ever went over the presentation with Dr. Barot before it was presented?

A. I don't know specifically. I would say typically Mr. Turri would do that.

Q. But you weren't present and you don't know for sure?

A. I do not know for sure.

Q. With regard to the meeting on May 12th, it appears from the notes that Mr. Turri made the

presentation. Do you have any other recollection than that?

A. No.

Q. On the second page there's three bullet points.

A. Yes.

Q. The second one was that the committee has determined that Dr. Barot's total compensation would exceed fair market value if additional compensations were made. Beyond what's written there, was there further conversation about why it would exceed fair market value?

A. There was certainly conversation about the decision made at the committee level. I do not recall specific information other than what's stated here.

Q. Do you recall who would have discussed the fair market value issues at the meeting other than what may be here in writing?

A. No.

Q. On Page 52, this is the fourth page, D-52, under letter G it says, if additional IVCS credit were given to Dr. Barot for all procedures performed and it says he would receive an additional incentive of $304,077. If you only credit the documented forms, it would be $210,428. Do you know how those numbers were

arrived at?

A. I think based on the formula that's in his contract.

Q. Do you know who did that-- Did you do that calculation?

A. No. Mr. Turri would have done that.

Q. Do you know whether codes 99144 and 99145 were both included with values in this calculation?

A. I do not know.

Q. Do you know did you ever consult with Dr. Barot to confirm that he agreed that those numbers were accurate?

A. No.

Q. Do you know if Mr. Turri did?

A. I do not know.

Q. Do you know if anyone did?

A. I do not know.

Q. There are some attachments to the minutes D-53 through D-60. Were those documents included in a submission or package that was presented to the compensation committee?

A. I do not recall. I don't know.

Q. When you make a presentation to the compensation committee, are they given an advanced copy of your presentation or any of the attachments?

A. On occasion. I would not say regularly, but that certainly takes -- that happens, yes.

Q. Do you know if that happened in this case?

A. I do not know.

Q. How is the presentation-- Well, I'll ask specifically with Dr. Barot's. Is a presentation done just verbally? Is it done like on any type of overhead PowerPoint or anything? Is it just read to the committee? How is it presented?

A. Documents are given to the committee to -- so they have written documents as well as a verbal presentation.

Q. I know you can't commit to specific documents, but would it be typical that documents such as the ones in D-53 through D-60 are those the types of documents that would be distributed to the committee to review?

A. Not typically. I don't know-- You know, the e-mails or e-mail from counsel would be presented, so it's possible, but I don't know why it would be necessarily.

Q. It's possible but you don't recall?

A. That's correct.

Q. I'm going to ask you to take a look at documents D-5354. These aren't sequential, so I'll give

them to you one by one. But I'll preface that by saying that these are documents that were provided to us at least represented to be from your files. And I'll represent to you that they all appear at least to be letters from patients or letters regarding patients discussing Dr. Barot and his care, and they're blacked out for confidentiality purposes. They were redacted when they came to us. I just want to confirm whether you can tell me that these are, in fact, documents that were retrieved from your file from patients. I have D-5354 and D-5355. I don't need to necessarily go into any of the specifics. I'm just looking to confirm whether they are what they appear to be.
A. As best I recall, yes.
Q. D-5559 appears to be a note from you to Dr. Barot talking about an employee stopped by your office to inform how pleased he was with the service that Dr. Barot had provided. Is that an accurate document from your file?
A. Yes.
Q. D-5564 and D-5565 also appears to be a handwritten letter from a patient regarding Dr. Barot's service. Would you agree with that?
A. Yes.
Q. D-5568 also appears to be a handwritten

letter from a patient regarding Dr. Barot. Would you agree with that?
A. Yes.
Q. Same thing with D-5570.
A. Yes.
Q. And same question with these last three, D-5572 handwritten letter from a patient regarding Dr. Barot?
A. Yes.
Q. D-5575?
A. Yes.
Q. And finally D-5578 looks to be a note to Mr. Johnson from a patient regarding Dr. Barot?
A. Yes.
MR. WEISBERG: I have nothing further. Thank you, Doctor.
(The deposition concluded at 12:03 p.m.)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF YORK :

I, Bethann M. Mulay, Reporter and Notary Public in and for the Commonwealth of Pennsylvania and County of York, do hereby certify that the foregoing deposition was taken before me at the time and place hereinbefore set forth, and that it is the testimony of:

WILLIAM C. McCAULEY, M.D.

I further certify that said witness was by me duly sworn to testify the whole and complete truth in said cause; that the testimony then given was reported by me stenographically, and subsequently transcribed under my direction and supervision; and that the foregoing is a full, true and correct transcript of my original shorthand notes.

I further certify that I am not counsel for or related to any of the parties to the foregoing cause, or employed by them or their attorneys, and am not interested in the subject matter or outcome thereof.

Dated at York, Pennsylvania this 19th day of August, 2015.

B. M. Mulay

Bethann M. Mulay
Registered Professional Reporter
Notary Public

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EXHIBIT 3-A

Dr Garot discussion

Susquehanna Health
The art of caring. The science of healing.
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Sue + George: 2/10/10 –

1. office management = How closely managing the MA documentation? Renee needs to monitor.
2. Tina issues = difficult working relationships.
3. Foresman – hold off for now.
4. * Preprinted orders = Kathy Wasson Insulin, Abbreviations. work collaboratively
5. Procedure / protocols. work with Tina, George meet c̄ Tina.
6. Time log – work c̄ Heidi. call Renee to help implement
7. Monarchy.

needs to be collaborative
Hand washing "pts are watching us"
needs to model professional behavior.
Explanations to Tina. Work within SH policies.

EXHIBIT 3-B

Notes on March 12, 2010 meeting with Family Practice Residency program regarding Dr. Barot.

A meeting was held in the conference room at the Family Practice Residency program at the request of Dr. Ambrose, program director, to discuss Dr. Barot's case handling and timeliness of consultation letters.

The meeting was attended by Dr. David Ambrose, Dr. Timothy Heilmann, Dr. Bill Keenan, Jr., Dr. Sarah Kent, Dr. Brad Miller, Dr. Janice Schifferli, Dr. Jeffery Verzella, Barbara Hemmendinger, Elva Schmidt, RN, Bob Kane, VP Operations, and Dr. William McCauley. The meeting took place from 1:30 pm to 3 pm.

This was a highly unusual meeting in that I have not previously been requested by this group to meet with all of them because of concerns about one particular physician and his patient management. The group provided a list of Dr. Barot's cases for discussion. The physicians took turns presenting case summaries from the list for which the assessment of the group was that the care rendered was insufficient or inappropriate. In addition there was a GI referral follow-up list from the Family Practice Residency Center listing 37 cases in which an outpatient referral note was not received in a timely fashion or has never been received. Based on these problems, we concluded that Dr. Ambrose and I should meet with Dr. Barot personally, discuss the perceived inadequacies of his consultations and suggest specific methods to remedy these problems as well as communication issues. The meeting will be scheduled with Dr. Ambrose, Dr. Barot, and myself within the next few weeks.

William C. McCauley, MD

EXHIBIT 3-C

SusquehannaHealth
The art of caring. The science of healing.

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Meeting with Dr Burot at 5pm. 1/1/10

1) We want to do everything possible to make your practice a success

2) Growth not happening – need to rejuvenate the service line.

3) We have discussed hiring second GI physician. We are excited to inform you of our successful recruitment of Dr David Lehrofer who is head of the GI section at Geisinger in Wilkes-Barre. He has recently led rebuilding of that program both clinically ~~and~~ as well as facility redesign

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— 2 —

He remembers meeting you at a presentation he did here last year and is looking forward to growing the program with you. You are integral to program growth & development

4) In order to take full advantage of his leadership skills, we plan to place him in the medical director position. He wants to support you going forward

5) His anticipated start date will be Jan 17, 2011. We will need to do additional renovations to the office area to take advantage of this clinical growth.

6) We will plan a time to go over to dinner with you and Dr Schafer to meet 1 on 1 and discuss future plans